



# Apartment and Condominium Lease

## Montgomery County, Maryland

*Approved by the Montgomery County Commission on Landlord-Tenant Affairs  
and the Apartment and Office Building Association of Metropolitan Washington (AOBA)  
Copies of the Montgomery County Landlord-Tenant Handbook are available upon request (240) 777-3636  
<http://hca.emontgomery.org>*

THIS LEASE, made on \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_  
as Agent for Landlord (hereinafter "Landlord" or "Landlord/Agent") and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Tenant"). WITNESSETH, that the Landlord hereby leases to  
the Tenant and the Tenant hereby leases from the Landlord, premises known as \_\_\_\_\_  
\_\_\_\_\_, Montgomery  
County, Maryland, for the term of \_\_\_\_\_ beginning on the first day of \_\_\_\_\_,  
\_\_\_\_\_, and ending on the last day of \_\_\_\_\_, \_\_\_\_\_, at a total rent of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable in equal monthly installments of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in advance on the first day of each and every month ("Rent Due Date") of said  
term. If this Lease commences on a day other than the first of the month, the amount of rent to be paid for the balance of  
said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month. Tenant covenants  
and agrees to pay said rent as set forth herein. Tenant covenants and agrees to pay said rent to \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_, (or at such  
other place as Landlord may from time to time designate) without diminution, deductions or demand and said obligation  
to pay rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default  
and the Landlord may avail himself of any remedy afforded him under the terms of this Lease and/or applicable law. All  
sums of money or other charges, including payments for damages and/or repairs, required to be paid by Tenant to  
Landlord/Agent or to any other person under the terms of this Lease, whether or not the same be designated "rent" or  
"additional rent," will be deemed rent and will be collectible as such. Landlord/Agent will furnish to Tenant a receipt for  
all cash or money orders paid by Tenant to Landlord/Agent for rent, security deposit or otherwise.

### PRO RATA RENTAL PAYMENTS

1. It is additionally understood and agreed that Tenant is to commence occupancy of the premises on  
\_\_\_\_\_, \_\_\_\_\_. Tenant is to pay the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) on \_\_\_\_\_, \_\_\_\_\_, as "pro rata" rent for the period \_\_\_\_\_,  
\_\_\_\_\_, through \_\_\_\_\_, \_\_\_\_\_.

### ADDITIONAL CHARGES

2. Landlord/Agent may require that all rental payments be made by money order, cashier's check and/or certified  
check. Tenant also agrees that in the event Tenant fails to pay any installment of rent within ten (10) days beyond the  
date on which it is due and payable, Tenant must pay Landlord, in addition to the rent, a late charge in the amount of  
five percent (5%) of the unpaid rent then due. However, the ten (10) day late period is NOT a grace period, and the rent  
is due and payable on the first of each month. The late charge must be paid as additional rent together with the rent then  
overdue and in arrears, and acceptance of such payment is not a waiver of the requirement that rent is due on the first  
day of the month. Nothing in this lease constitutes a waiver or limitation of Landlord's right to institute legal proceedings  
for rent, damages and/or repossession of the leased premises for non-payment of any installment of rent when and as the  
same becomes due and payable. A service charge (which sum shall not exceed the maximum permitted by state law) of  
twenty-five dollars (\$25.00) will be automatically made for each instance in which a check is returned unpaid for any  
reason by the Tenant's bank.

## **SECURITY DEPOSIT**

3. In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with the Landlord/Agent the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), receipt of which is hereby acknowledged, which sum does not exceed two (2) months' rent, which is to be held as collateral security and applied on any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the premises in excess of ordinary wear and tear caused by the Tenant, the Tenant's family, guests, agents, employees, tradespeople, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease. Tenant may not utilize the security deposit as rent and must not apply the same as the last month's rent. The security deposit will be deposited and maintained in an escrow account in a federally insured financial institution which does business in the State of Maryland, devoted exclusively to security deposits, within thirty (30) days after it has been received. The security deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the state of Maryland. The Landlord/Agent must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the premises together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, the Landlord/Agent must return the deposit to the Tenant together with simple interest which will accrue in the amount of four percent (4%) per annum less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said security deposit with Landlord/Agent, provided the said security deposit is Fifty Dollars (\$50.00) or more. The foregoing provisions do not apply to any Tenant who has abandoned the premises or who has been evicted unless such Tenant makes a written demand for the return of the security deposit within 45 days of being evicted, ejected or abandoning the premises, and provides the Landlord with his/her new address.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the premises. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy; in such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred for damages.

In the event of a sale of the property upon which the premises is situated or the transfer or assignment by the Landlord/Agent of this Lease, the Landlord/Agent has the obligation to transfer the security deposit to the transferee and Landlord/Agent is released from all liability for the return of the security deposit, and the Tenant must look solely to the new Landlord/Agent for the return of his security deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the security deposit to a new Landlord/Agent.

In the event of any rightful or permitted assignment of this Lease by the Tenant to any assignee or sublessee, the security deposit is deemed to be held by the Landlord/Agent as a deposit made by the assigned or sublessee and the Landlord/Agent will have no further liability with respect to return of such security deposit to the assignor.

The Landlord or Landlord's estate, but not the managing agent or court appointed receiver, will remain liable to the Tenant for the maintenance of the security deposit as required by law.

Failure of the Landlord to comply with the security deposit law may result in the Landlord being liable to the Tenant for a penalty of up to 3 times the security deposit withheld, plus reasonable attorney's fees.

## **POSSESSION**

4. If on the date of this Lease another person is occupying the premises and Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder is postponed until said premises are vacated by such other person, and the rent due hereunder must be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. The Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel, and rescind the lease; the security deposit and rent paid must be returned to the tenant within fifteen (15) business days after Landlord's receipt of the notice.

## ACCEPTANCE OF PROPERTY

5. a. Delivered in compliance with law. Landlord covenants that the leased premises and all common areas are delivered in a clean, safe and sanitary condition, free of rodents and vermin, in a habitable condition, and in complete compliance with all applicable laws. Tenant acknowledges that he/she has been given an opportunity to examine the premises, that he/she has examined the premises and found it to be in satisfactory condition.

b. List of existing damages. Tenant has the right to have the dwelling unit inspected by the Landlord in the Tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail to the Landlord within fifteen (15) days of the Tenant's occupancy. Tenant acknowledges that he/she has been supplied a form, which is attached to all copies of the lease, on which to list any existing damages. Upon Landlord's receipt of the form or within fifteen (15) days of Tenant's occupancy, Landlord must promptly inspect the dwelling unit to confirm or deny the existence of the damages claimed to exist prior to Tenant's occupancy; a copy of the inspection report must be filed with the Tenant.

c. Landlord acknowledges his responsibility for maintaining the premises in accordance with all applicable provisions of any federal, state, county or city statute, code, regulation or ordinance governing the maintenance, construction, use or appearance of the dwelling unit and the property of which it is a part, including Chapter 8, Title "Buildings," Chapter 22, Title "Fire Prevention," Chapter 26, Title "Housing Standards," and Chapter 59, Title "Zoning" of the Montgomery County Code, as amended, which are incorporated by reference into this Lease, pursuant to which code provisions Landlord provides this express warranty of habitability and covenant to repair.

## USES/AUTHORIZED OCCUPANT

6. The premises will be used solely for residential purposes and be occupied by no more than \_\_\_\_\_ persons, including children. The following persons and no others, except afterborn children, are authorized by Landlord to reside within the demised premises: \_\_\_\_\_

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Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal, State, County and local laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting his/her family members and guests from possessing or bringing onto the leased premises or common areas any controlled dangerous substance or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises or common areas by the Tenant, his/her family or guests constitutes a substantial breach of this Lease by the Tenant, which will entitle Landlord/Agent to terminate this Lease and recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Agent might have to seek termination of this Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of other tenants' use of their apartments or common areas.

Guests. Persons visiting Tenant may not reside at the premises for more than two (2) weeks in aggregate during any calendar year, unless written permission is first secured from Landlord. Tenant's guests and visitors must abide by all applicable covenants and rules contained in this Lease, and a breach of the lease by a guest or visitor will be treated as a breach by Tenant.

## NOTICES

7. Any written notice regarding any of the provisions of this Lease must be given by \_\_\_\_\_ on behalf of all other Tenants to Landlord/ Agent, and any written notice regarding any of the provisions of this Lease may be given by Landlord/Agent to any one Tenant. All Tenants agree that such notices given or received affect and apply, with equal force, to all Tenants, authorized occupants and, if applicable, co-signers and subtenants.

## PETS

8. The Tenant is not allowed to keep pets on the premises except with the written permission of the Landlord/Agent. Tenants who have pets agree to pay the cost of having the demised premises de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed by a professional cleaner, at the termination of occupancy. Tenant further agrees to pay for any and all damages caused by pets to the premises. Tenant is authorized to have pets:

☐ YES ☐ NO # ALLOWED \_\_\_\_\_ TYPE OF PET(S) \_\_\_\_\_ WEIGHT \_\_\_\_\_

## MAINTENANCE

9. a. Tenant must generally maintain the rental dwelling in a clean, sanitary and safe condition. Such maintenance includes the caulking of bathtubs and sinks; replacement of HVAC filters, fuses, batteries and light bulbs; and cleaning of appliances including, but not limited to, stoves and microwave ovens, refrigerators and freezers, garbage disposals, trash compactors, dishwashers, washing machines, clothes dryers, window air conditioning units, humidifiers and de-humidifiers.

b. Tenant must place all garbage and trash in suitable covered containers. Tenant will furnish his/her own electric light bulbs and fuses.

c. Tenant must not refinish or shellac the wood floors and will keep them waxed with pastewax. Tenant must keep at least 80% of the floor area covered with rugs or carpeting.

d. Tenant must promptly report to Landlord any problems requiring repairs or replacement beyond general maintenance. Tenant must not order repairs or replacements without prior approval from the Landlord/Agent. Notwithstanding anything to the contrary herein, Tenant is responsible for any costs incurred for repairs or replacements made necessary due to abuse or negligent acts of commission or omission by the Tenant, his family, guests, employees, invitees or pets.

## RULES AND REGULATIONS

10. Tenant, Tenant's family, guests and employees will abide by all rules and regulations and all notices governing the property now or hereafter in effect by the \_\_\_\_\_ Condominium or Cooperative Association. A copy of this Lease Agreement will be submitted to the Association if required by the Association. Tenant acknowledges receipt of a copy of the Association rules and regulations, and the Declaration of Covenants and Bylaws, where applicable, currently on file in the Depository of the Clerk of the Montgomery County Circuit Court, said copies being attached hereto. Failure to cure any violations on the part of the Tenant will be deemed a breach of this Lease and Tenant will be responsible for the cost of any fines levied upon the Landlord as a result thereof.

(Initials) \_\_\_\_\_

## UTILITIES

11. Tenant must pay all utility bills that are individually metered or charged to the premises as and when the same shall become due, and make all required deposits therefore. Tenant is responsible for the following utilities:

(Check all that apply) ☐ gas ☐ electric ☐ water and sewer ☐ telephone ☐ cable

## SMOKE DETECTORS

12. a. Landlord/Agent certifies that Smoke Detectors have been installed and are in proper working condition in accordance with applicable law prior to Tenant's occupancy. It is the responsibility of Tenant to check Smoke Detectors periodically during the tenancy and replace batteries as necessary to keep the Smoke Detectors in proper working condition and to report any malfunctions to Landlord/Agent in writing.

b. **This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the occupant should obtain a dual powered smoke detector or a battery powered smoke detector.**

### **SPRINKLER SYSTEM**

13. In units equipped with fire sprinkler systems, no portion of the system is permitted to be changed, altered, or tampered with. Sprinkler heads must not be painted, covered, or obstructed, nor must anything be hung from them.

### **ALTERATIONS**

14. Tenant, without the prior written permission of the Landlord/Agent, will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, radio or television antennae, subscription or pay television devices; will not drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted); and will not change the existing locks of the premises or install additional locks without written consent of the Landlord/Agent.

### **VEHICLE/PARKING**

15. No motor vehicle, trailer or other such vehicle may be parked on the property without current license plates and said vehicles must be in operating condition. Vehicles may be parked only in garages, driveways, assigned spaces, if provided, or on the street or as regulated by the Condominium or Cooperative Association named in Paragraph 10. Landlord/Agent assumes no responsibility or liability whatsoever for the loss of or damage to any vehicle while parked in said area other than loss or damage occasioned by negligence of Landlord/Agent.

### **INSURANCE**

16. a. Tenant will do nothing and permit nothing to be done on or about the premises which will contravene any fire insurance policy covering the same. It is the responsibility of the Tenant to obtain an insurance policy which provides public liability coverage and also provides for the protection of Tenant's personal property.

b. Tenant is strongly encouraged to obtain Renter's Insurance to protect Tenants' personal belongings.

### **SUBLET/ASSIGNMENT**

17. Tenant must not assign this Lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without the prior written consent of the Landlord/Agent, which consent must not be unreasonably withheld, provided that the prospective assignee or subtenant satisfies established standards set forth by Landlord for all prospective tenants including, but not limited to, a credit check, rental and employment references and Tenant's payment of \$25.00 service charge defraying Landlord's expenses incidental to processing the application for assignment or subtenancy. In the case of subletting, Tenant may be held liable for any breach of this Lease by subtenant. If the legal documents and rules and regulations of the Association named in Paragraph 10 prohibit subleasing, Landlord/Agent need not consent to an assignment or sublease of the premises.

### **HOLD HARMLESS**

18. Tenant will indemnify and save Landlord/Agent harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring anywhere on or about the leased premises which is within the exclusive control of the Tenant. Further, Landlord/Agent is not liable for any loss or damage to property of Tenant caused by vermin or by rain, storm water or steam that may leak into or flow from any part of the said premises or from any source except where such loss or damage results from Landlord's negligence. Landlord will reimburse Tenant for any damages sustained by Tenant due to the negligence of the Landlord.

### **JOINT AND SEVERAL LIABILITY**

19. Each Tenant is jointly and severally liable to Landlord/Agent for full performance under each and every covenant and condition of this Lease Agreement and for compliance with applicable law.

## **INSPECTION**

20. a. The landlord may enter the dwelling unit after giving due notice (24 hours) to the Tenant and the Tenant has not unreasonably objected, to: make necessary repairs, decorations, alterations or improvements; supply services only by mutual agreement during normal business hours, except in an emergency; or exhibit the dwelling unit to prospective purchasers, mortgages, or tenants only during normal business hours, including weekends, except as the Landlord and Tenant otherwise agree. Landlord/Agent may enter the dwelling unit immediately without notice to Tenant in an emergency situation.

b. Landlord/Agent may enter the dwelling unit after due notice to the Tenant (24 hours) when the Landlord is required to allow access to the Department of Housing and Community Affairs for an inspection; or when the Landlord has good cause to believe that the Tenant may have damaged the dwelling unit.

c. During the last two (2) months of the term of this Lease or any extension thereof, Landlord/Agent may enter the premises to exhibit the same to other persons. Tenant agrees to cooperate with Landlord or his Agent in showing the property. Tenant is advised that on occasion he/she may be asked to exhibit the premises on less than twenty-four (24) hours' notice.

## **DEFAULT**

21. a. In the event of any default, other than the default of failure to pay rent and late charges, hereunder or if the Landlord/Agent at any time deems the tenancy of the Tenant undesirable by reason of objectionable or improper conduct on the part of the Tenant, his/her family, servants, guests, or invitees by causing annoyance to neighbors or should the Tenant occupy the subject premises in violation of any rule, regulation or ordinance issued or promulgated by the Landlord/Agent, the Association identified in Paragraph 10 herein, any governmental rental authority, or any federal, state or local law, then and in any of said events; the Landlord/Agent will have the right to terminate this lease by giving the Tenant personally or by leaving at the leased premises a one (1) month written notice to quit and vacate the premises containing in said notice the basis for the termination, and this Lease will terminate on the last day of the first complete month following delivery of such notice. The Landlord/Agent at the expiration of said notice or any shorter period conferred under or by operation of law, may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent.

b. Failure to pay rent and late charges as specified herein will constitute a default. In the event of such a default, the Landlord/Agent may avail himself of any remedy available under this Lease and/ or applicable law, including filing a written Complaint in the District Court of Maryland for Failure to Pay Rent-Landlord's Complaint for Repossession of Rented Property.

## **COURT AWARDED LEGAL FEES**

22. In an action by the Landlord to recover possession of the leased premises, including a non-payment of rent action, the Tenant is obligated to pay actual court costs awarded by the court, and to pay legal costs or attorney fees awarded by a court after the court finds that the fees and costs are reasonable. If reasonable attorney's fees are awarded by the Court in a Failure to Pay Rent action, the attorney's fees are not part of the tenant's rent and need not be paid to redeem the premises. The landlord is obligated to pay the tenant's attorney's fees awarded by a court after the court finds that the fees are reasonable if the tenant is the prevailing party in the legal action and the fees are awarded by a court.

## **WAIVER**

23. Any waiver of a default hereunder is not to be deemed a waiver of this Agreement of any subsequent default. Acquiescence in a default does not operate as a waiver of such default, even though such acquiescence continues for any extended period of time.

## **TERMINATION-HOLD OVER**

24. a. Either Landlord/Agent or Tenant may terminate this Lease at the expiration of said Lease or any extension thereof by giving the other two (2) months' written notice of termination prior to the Rent Due Date. If Tenant holds over after the expiration of the term of this Lease, he will, in the absence of any written agreement to the contrary, be a Tenant from month to month at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease will remain in full force and effect.

b. Failure to vacate the premises after proper notice may result in the Tenant being held accountable for rent for the period of the holdover and for consequential damages due to an incoming Tenant's inability to enter the premises because of Tenant's holdover occupancy.

#### **SURRENDER OF PREMISES/MOVE-OUT INSPECTION**

25. a. Tenant will, upon termination of this Lease, surrender the premises and all personal property of Landlord therein in good and clean condition, ordinary wear and tear excepted. Tenant will leave the premises in broom-clean condition, free of trash and debris, however, Tenant will not paint marks, plaster holes, crevices or cracks, or attempt any repair of the premises without Landlord/Agent's prior written consent. If such cleaning and removal of trash is not accomplished by the Tenant, or if the premises are not left in good and clean condition, then any action deemed necessary by the Landlord/Agent to accomplish same will be taken by the Landlord/Agent at the Tenant's expense. Upon vacating the premises, Tenant must deliver all keys to the Landlord/Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

b. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the premises if Tenant notifies Landlord, by certified mail fifteen (15) days prior to Tenant's date of moving, of Tenant's intention to move, date of moving and new address. Upon receipt of notice, Landlord/Agent will notify Tenant by certified mail of the time and date when the premises are to be inspected. The inspection date will occur within five (5) days before or five (5) days after the date of moving as designated in Tenant's notice.

#### **ABANDONED PROPERTY**

26. Any personal property which is left on the premises for more than seven (7) days after termination of the tenancy will be considered to be abandoned and may, at the option of Landlord/ Agent, be disposed of at the Tenant's expense. Landlord/Agent is not liable to Tenant or any other person for the loss of property so abandoned.

#### **DESTRUCTION**

27. If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease will immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs will be made by Landlord without unreasonable delay, and Tenant may be entitled to a reduced rent while repairs are being made.

#### **SUBORDINATION**

28. This Lease is and will be subject and subordinate at all times to the lien of any mortgage(s) or deed(s) of trust now or hereafter covering the Demised Premises and to all renewals, modifications, consolidations, replacements and/or extensions thereof. Tenant agrees to execute any documents required to effect such subordination.

The Tenant agrees to execute promptly any document(s) which the Landlord or lender(s) may request with respect thereto. In the event that the Tenant fails to do so within fifteen (15) days from date of receipt of written request from the Landlord or the lender(s), the Landlord will have the right, and is hereby authorized to execute on behalf of the Tenant, any such document(s). Tenant agrees to become a Tenant to any subsequent owner of the Property.

#### **ESTOPPEL CERTIFICATE**

29. Tenant will, at any time and from time to time, upon not less than fifteen (15) days prior request by Landlord, execute, acknowledge and deliver to Landlord a statement in writing, executed by Tenant, certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications) and the dates to which the additional rent and other sums payable hereunder have been paid, and (b) that there is no existing default hereunder or specifying each such default of which the signer may have knowledge and (c) that Tenant does not have any actual or pending claim against Landlord.

## **EVICTIION ASSISTANCE**

30. When giving Tenant a notice of past-due rent, issuing a written quit and vacate notice, or beginning any judicial proceeding to regain the lease premises, the Landlord must notify the Tenant that general information and assistance regarding evictions is available from the Department of Housing and Community Affairs, Office of Landlord-Tenant Affairs.

## **MANAGEMENT**

31. These premises will be managed by \_\_\_\_\_ (Owner/Agent). In the event Agent is acting in the capacity of rental agent solely to procure a Tenant, it is understood that all payments hereunder made to Agent will be transferred to Owner and that Agent is acting as a conduit of funds. Accordingly, Owner and Tenant agree that Agent is not liable or responsible for the funds after they are transferred to Owner. Owner will abide by the terms of Paragraph 3 of this Lease Agreement regarding the Security Deposit. Tenant and Owner agree that Agent is not liable for any violations or breach by Owner or Tenant of the terms of this Lease or applicable State, County, or local laws.

## **RETALIATORY EVICTION**

32. a. No retaliatory action will be taken by the Landlord/Agent for any complaints made by the Tenant to the Montgomery County Commission on Landlord-Tenant Affairs, or the director of the Department of Housing and Community Affairs, or any other attempts by Tenant to enforce the terms of this Lease, or applicable laws, including membership in a tenants' association.

b. The Landlord must not actually or constructively evict or attempt to evict a Tenant from, or deny a tenant access to, the dwelling unit occupied by the Tenant without following the judicial process authorized in state law to obtain possession of the dwelling unit.

## **CANCELLATION BY TENANT IN INITIAL TERM**

33. Reasonable cause beyond Tenant's control. The initial term of this Lease may be terminated upon one (1) month's written notice issued prior to the Rent Due Date, to run from the first day of the month through the last day of that same month, to Landlord/Agent due to involuntary change of employment from the Washington-Metropolitan Area, death of major wage earner, unemployment, or for any other reasonable cause beyond Tenant's control. Tenant will provide Landlord/Agent with written proof of such involuntary change in employment of greater than 25 miles from the Washington-Metropolitan Area. If death of major wage earner, unemployment, or other reasonable cause beyond Tenant's control is claimed, Tenant will specify the specific cause(s) in writing to Landlord/Agent and will include appropriate documentation thereof. If reasonable cause beyond Tenant's control is claimed other than death of major wage earner or unemployment, Landlord/ Agent may verify and accept or reject such claim depending upon the particular circumstances. In the event of termination under this covenant, Tenant may be liable for a reasonable termination charge not to exceed the equivalent to one (1) month's rent at the rate in effect as of the termination date, or the actual damages sustained by the Landlord, whichever is the lesser amount; the termination charge is to be in addition to rent due and owing through said termination date and rent due during the notice period.

## **REQUIRED LICENSES**

34. A copy of any required license for the rental facility, issued by Montgomery County, Maryland or any other governmental agency, must be displayed in the lobby, vestibule, rental office or other prominent public place on the premises.

## **RENT INCREASES**

35. a. Frequency and Amount. After the initial term of this Agreement expires, rent may not be increased more than once per twelve (12) month period.

b. Notice. Two (2) months' prior written notice of a rent increase must be mailed to Tenant at Tenant's last known address; said notice must also expressly serve as a notice to quit and vacate the premises in the event Tenant does not agree to pay the rent increase. Landlord shall not accept less than the rent payment called for by the rent increase notice; and, in the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this hold over period will be the increased rent.



- c. Each written rent increase notice must contain the following:
  - (1) The amount of monthly rent immediately preceding the effective date of the proposed increase (old rent), the amount of monthly rent proposed immediately after the rent increase takes effect (new rent), and the percentage increase of monthly rent.
  - (2) The effective date of the proposed increase.
  - (3) The applicable rent increase guideline issued under section 29-53 of the Montgomery County Code.
  - (4) A notice that the tenant may ask the Department to review any rent increase that the tenant considers excessive.
  - (5) Other information as the landlord deems useful in explaining the rent increase.

d. Landlord cannot accept the rent payment less than that called for by the rent increase notice; and, in the event Tenant remains in possession on the date the rent increase is to be effective, and fails to pay the increased rent and holds over beyond the period specified in the quit and vacate notice, Landlord may immediately file suit to evict Tenant. The amount of rent due during this holding over period will be the increased rent.

e. Acceptance. Tenant will indicate acceptance of Landlord's offer to increase rent by timely payment, in full, of the new rent as specified in the rent increase notice, in which event the notice to quit is null and void and the tenancy will be from month to month. If Tenant does not accept the new rental amount and therefore intends to vacate the premises at the end of the initial term or any extension thereof, Tenant must so notify the Landlord/Agent within one (1) month of the end of this initial term or any extension thereof of his intention to so vacate, and will then vacate in accordance with the Landlord's notice under (b) above.

#### **MISCELLANEOUS**

36. a. Tenant acknowledges that, if requested, Tenant did receive prior to this Lease execution a copy of the proposed form of Lease in writing, complete in every material detail, except for the date, the name and address of the tenant, the designation of the premises, and the rental rate without requiring execution of the Lease or any prior deposit.

b. If this Lease contains a Lease Option Agreement, then it must state that THIS IS NOT A CONTRACT TO BUY.

c. The conditions and agreements contained herein are binding on and are legally enforceable by the parties hereto, their heirs personal representatives, executors, administrators, successors and assigns, respectively, and no waiver of any breach of any condition or agreement contained herein will be construed to be a waiver of the condition or agreement of any subsequent breach thereof or of this Lease.

d. Tenant acknowledges that the statements and representations made in the signed application for said premises are true; that said statements have induced Landlord/Agent to enter into this Lease; that they are deemed a part of this Lease; and that the falsity of any of them constitutes a breach hereof and entitles the Landlord/Agent to the same relief as a breach of any other covenant or condition contained herein.

e. This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Lease Agreement has been executed in duplicate and the Tenant acknowledges that a copy was delivered to him/her at the time the Lease was fully executed.

f. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

g. Feminine or neuter pronouns will be substituted for those of masculine form, and the plural will be substituted for the singular number in any place or places herein in which the context may require such substitution. Tenant expressly warrants that he is of legal age and acknowledges that this warranty is being made for the purpose of inducing Landlord/Agent to lease the premises aforementioned.

h. The paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and are not to be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

**MILITARY CLAUSE**

37. In the event you are a member of the Armed Services at the time you enter into this lease, and you subsequently receive permanent change of station orders or temporary change of station orders for a period in excess of 3 months, including release from military service, your liability to pay rent may not exceed: (1) 30 days' rent after written notice and proof of the assignment is given to the Landlord/Agent; and (2) the cost of repairing damage to the premises caused by the tenant. This clause also applies to those persons who receive orders releasing them from military service.

**TWO-YEAR LEASE OFFER**

38. Montgomery County law requires landlords, unless there is a reasonable cause otherwise, to offer all prospective tenants lease agreements for initial terms of two (2) years. Such an offer may be accepted at the option of the prospective tenant. Prior to entering this lease, the tenant hereby acknowledges that: (initial and date one of the following options)

- |       |       |    |   |
|-------|-------|----|---|
| _____ | _____ | a. | I was offered and accepted a two-year lease term by the landlord.   |
| _____ | _____ | b. | I was offered but rejected a two-year lease term by the landlord.   |
| _____ | _____ | c. | I received a copy of a written statement in which the landlord asserts and explains a reasonable cause for failing to offer me a two-year initial lease term and was advised of my rights to challenge such statement by filing a complaint with the Commission on Landlord-Tenant Affairs. |

**NOTICE AND SERVICE OF PROCESS**

39. Unless otherwise designated as required by law, the names, addresses and telephone numbers of the Landlord and Agent are set forth below. Notice to and service upon the agent shall constitute notice to and service upon the Landlord.

IN WITNESS WHEREOF, the parties hereto agree to abide by all of the terms and conditions in this lease agreement.

**LANDLORD/OWNER:****AGENT:**

<b>Name and Signature</b>		<b>Date</b>
<b>Street</b>		
<b>City</b> ( )	<b>State</b>	<b>Zip Code</b>
<b>Telephone #</b> ( )		
<b>Emergency Telephone #</b>		

<b>Name and Signature</b>		<b>Date</b>
<b>Street</b>		
<b>City</b> ( )	<b>State</b>	<b>Zip Code</b>
<b>Telephone #</b> ( )		
<b>Emergency Telephone #</b>		

**TENANT(S):**

<b>Name</b>
<b>Name</b>
<b>Name</b>
<b>Name</b>

<b>Signature</b>	<b>Date</b>
<b>Signature</b>	<b>Date</b>
<b>Signature</b>	<b>Date</b>
<b>Signature</b>	<b>Date</b>

\_\_\_\_\_  
*Name of Property*

**ADDENDUM TO LEASE**

**Landlord:** \_\_\_\_\_ **Tenant(s):** \_\_\_\_\_

***Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards***

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a Federally and State approved pamphlet on lead poisoning prevention and the Maryland State pamphlet on tenant's rights.

**Landlord's Disclosure (initial)**

- \_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (*check one below*):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain.
- \_\_\_\_\_
- ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and repairs available to the Landlord (*check one below*):
- ☐ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in the housing (*list documents below*)
- ☐ Landlord has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment (initial)**

- \_\_\_\_\_ (c) Tenant has received copies of all information listed above.
- \_\_\_\_\_ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.
- \_\_\_\_\_ (e) Tenant has received the pamphlet **Notice of Tenant's Rights**, pursuant to § 6-823 (Envir.), Annotated Code of Maryland, 1996.

**Agent's Acknowledgment (initial)**

- \_\_\_\_\_ (f) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

***The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.***

**LANDLORD(S):**

\_\_\_\_\_  
**Landlord** **Date**

**TENANT(S):**

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

**AGENT(S):**

\_\_\_\_\_  
**Agent** **Date**

\_\_\_\_\_  
**Landlord** **Date**

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Tenant** **Date**

\_\_\_\_\_  
**Agent** **Date**